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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III

IN THE MATTER OF:

C & R BATTERY, CO., INC., SUPERFUND  
SITE BELLWOOD ROAD, CHESTERFIELD  
COUNTY, VIRGINIA

Gilbert Freedman d/b/a Ace  
Junk Company  
Steve A. Stump d/b/a Stump's Scrap  
Yard  
Vinton Scrap & Metals Company

Docket No. III-95-58-DC

RESPONDENTS

Proceeding under Section 122(g)(4)  
of the Comprehensive Environmental  
Response, Compensation, and  
Liability Act of 1980, as amended,  
42 U.S.C. § 9622(g)(4).

ADMINISTRATIVE ORDER BY CONSENT  
SECOND DE MINIMIS ORDER

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**ADMINISTRATIVE ORDER BY CONSENT**  
**C & R BATTERY, INC., SUPERFUND SITE**

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## I. JURISDICTION

A. This Administrative Order on Consent ("Consent Order" or "Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach de minimis settlements in actions under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2933, January 29, 1987, and further delegated to the EPA Regional Administrators by EPA delegation 14-14-E, September 13, 1987.

B. This Consent Order concerns the reimbursement of response costs which have been or which may be incurred by the United States in responding to releases or threatened releases of hazardous substances at the approximately eleven acre C & R Battery Company, Inc. Superfund Site ("the Site") located in Chesterfield County, Virginia. The Site is more particularly identified on the map attached as Appendix A.

C. This Consent Order is entered into voluntarily by and between the United States Environmental Protection Agency ("EPA") and Gilbert Freedman d/b/a Ace Junk Co., Steve A. Stump, d/b/a Stump's Scrap Yard, and Vinton Scrap and Metals Company, de minimis potentially responsible parties, who have executed the attached signature pages ("de minimis Respondents" or

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"Respondents"). Each de minimis Respondent agrees to undertake all actions required by the terms and conditions of this Order. Each de minimis Respondent consents to and will not contest EPA's jurisdiction to issue this Order or to implement or enforce its terms.

D. The de minimis Respondents further agree and submit that the United States District Court for the Eastern District of Virginia has jurisdiction over this Consent Order for the purposes of any subsequent proceedings for implementation or enforcement of this Order because a release or threatened release of hazardous substances occurred at the C & R Battery Company, Inc. Site in Chesterfield County, Virginia.

E. This Consent Order was negotiated and executed by the EPA and the de minimis Respondents in good faith to avoid the expense and delay of litigation over the matters addressed by this Consent Order.

F. The EPA and the de minimis Respondents agree that this Consent Order is entered into without any admission of liability for any purpose as to any matter arising out of the transactions or occurrences alleged in the Order. The participation of the de minimis Respondents in this Order shall not be considered an admission of liability and shall not be admissible as evidence against the de minimis Respondents in any judicial or administrative proceeding other than proceedings to implement or enforce this Order or a judgment relating to it.

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## II. STATEMENT OF PURPOSE

A. By entering into this Consent Order, the mutual objectives of the EPA and de minimis Respondents are:

1. to reach a final settlement between the EPA and the de minimis Respondents which allows each de minimis Respondent to make a cash payment, including a premium as specified herein, to settle, in accordance with the terms, conditions, and reservations herein, their respective alleged liability for all Past and Future Response Costs that the EPA has incurred or may incur at or in connection with the Site, and for natural resource damages under the trusteeship of the Department of Interior ("DOI") and the National Oceanic and Atmospheric Administration ("NOAA") (if the payment in Column C marked "Nat. Res. Cost Share" of Appendix B is made), in exchange for a covenant not to sue respecting further CERCLA civil liabilities as set forth in Section XI and XII, and contribution protection as set forth in Section XIV, thereby avoiding difficult, prolonged and complicated litigation among EPA, the de minimis Respondents and other potentially responsible parties;

2. to simplify the remaining enforcement activities concerning the Site by eliminating a substantial number of parties from further involvement in the Site;

3. to reimburse the Hazardous Substances Superfund for a portion of the response costs incurred or to be incurred in connection with the Site without waiving EPA's assertion of joint and several liability against parties other than the Respondents.

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### III. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Consent Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Order, including the appendices attached hereto, the following definitions shall apply:

A. "Consent Order" or "Order" shall mean this "Administrative Order By Consent" and all appendices attached hereto. In the event of conflict between this Order and any appendix, this Order shall control.

B. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601- 9675.

C. "Chesapeake & Potomac Telephone Company, Inc." or "C & P Telephone Company" or "C & P" (now called Bell Atlantic - Virginia, Inc.) shall refer to the potentially responsible party who is currently undertaking Remedial Action and Operation and Maintenance at the Site in accordance with the Unilateral Administrative Order issued by EPA Region III on March 27, 1992.

D. "Commonwealth" or "State" shall mean the Commonwealth of Virginia.

E. "Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or Federal holiday. In computing any period of

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time under this Consent Order, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

F. "DOI" shall mean the United States Department of Interior and any successor departments or agencies of the United States.

G. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

H. "Future Response Costs" shall mean any oversight costs and any further response costs, including but not limited to direct and indirect costs, and excluding only Past Response Costs, that may be incurred by EPA and the U.S. Department of Justice on behalf of EPA at the Site and for which the Respondents are potentially liable.

I. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C.

§ 9605, as set forth at 55 Fed. Reg. 8,666 (March 8, 1990), and codified at 40 C.F.R. Part 300, including any amendments thereto.

J. "NOAA" shall mean the United States National Oceanic and Atmospheric Administration of the Department of Commerce and any successor of departments or agencies of the United States.

K. "Paragraph" shall mean a portion of this Consent Order identified by an Arabic numeral or an upper case letter.

L. "Past Response Costs" shall mean all costs, including but not limited to, direct and indirect costs that EPA and the U.S. Department of Justice on behalf of EPA have incurred and paid through July 6, 1993, including any costs reimbursed to the Commonwealth for the Site, plus accrued interest on all such costs through such date.

M. "Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Site and signed on March 30, 1990, by the Regional Administrator, EPA Region III, and all attachments thereto.

N. "Remedial Action" shall mean those activities, except for Operation and Maintenance, specified in EPA's Unilateral Administrative Order issued on March 27, 1992.

O. "Respondents" shall mean Gilbert Freedman d/b/a Ace Junk Co., Steve A. Stump, d/b/a Stump's Scrap Yard, and Vinton Scrap and Metals Company.

P. "Section" shall mean a portion of this Consent Order identified by a Roman numeral.

Q. "Site" shall mean the C & R Battery Company, Inc. Superfund Site, including areas defined in 40 C.F.R. § 300.400(e) encompassing approximately eleven acres, located in an industrial area six miles southeast of Richmond, Virginia in Chesterfield County, Virginia and more particularly identified on the map attached as Appendix A.

R. "Unilateral Administrative Order" or "UAO" shall refer to the EPA Unilateral Administrative Order relating to the C & R

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Battery, Inc. Superfund Site, signed by the Regional Administrator of EPA Region III on March 27, 1992, and all attachments thereto.

S. "United States" shall mean the United States of America, its agencies, departments and instrumentalities.

T. "Volumetric Ranking Summary" shall mean the list prepared by EPA for the Site of all parties' volumetric share including cost share and premium, attached as Appendix B.

#### IV. STATEMENT OF FACTS

A. The C & R Battery Company, Inc. Site is located in an industrial area in Chesterfield County, Virginia, approximately 6 miles southeast of Richmond, Virginia. The Site is more particularly identified on the map attached as Appendix A.

B. The Site, which is approximately eleven acres, is rectangular in shape and is bordered on the north, south and west by open fields and woods and on the east by a small fuel-oil distributor. Water supplies, including drinking water, for business, industrial and residential usage within one mile of the Site are provided by groundwater sources. The Site is situated in an area which drains directly into the James River, located approximately 650 feet north of the Site.

C. The C & R Battery Company, Inc., ("C & R") operated a battery processing shredder (breaker) facility within a 4.5 acre tract of land on the Site. The facility operation was designed to separate and recover lead from discarded automobile, truck and

other types of batteries. Generally, operations involved receiving bulk shipments of discarded batteries, cutting open the tops of the batteries and draining the battery acids into on-site acid storage-containment ponds located within the central area of the Site, adjacent to the battery breaker. Waste generated by the operation was located throughout the Site and included lead sulfide, lead, plastic battery casing materials, and sulfuric acid.

D. The Virginia State Water Control Board ("VA SWCB") began monitoring the Site in the late 1970's. Throughout the years, the Board conducted several rounds of sampling for lead in soil, surface water, and groundwater. These samplings revealed elevated levels of lead in all media. In 1979, the VA SWCB conducted a soil sampling program at the Site. The data indicated that lead was present at concentrations up to 16,000 milligrams per kilogram (mg/kg). The pH of the soils ranged from 3.3 to 6.5. Additional contaminants such as arsenic, chromium, copper, nickel, and mercury were reported. Each of these substances is a hazardous substance as that term is defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

E. On February 24, 1986, EPA's Field Investigation Team ("FIT") conducted a Site Investigation of local groundwater, surface water and soil contamination. On-site soil samples revealed levels of lead as high as 63,000 mg/kg. In the summer of 1986, EPA conducted a removal action at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604.

F. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the CERCLA National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on July 22, 1987, 52 Fed. Reg. 27620.

G. On August 29, 1988, in response to a release or a substantial threat of a release of a hazardous substance(s) at or from the Site, EPA commenced a Remedial Investigation and Feasibility Study ("RI/FS") for the Site pursuant to the National Contingency Plan.

H. EPA's RI/FS, completed in January 1990, identified the following major contaminated areas: (1) a sulfuric acid pond, one quarter acre in size, with very high amounts of lead contamination; (2) lead and other heavy metal contamination in surface soils; (3) lead contaminated subsurface soils; (4) a stack of nickel/cadmium batteries; and (5) lead contaminated drainage ditch sediments.

I. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the FS and of the proposed plan for Remedial Action on January 25, 1990 in the Richmond Times Dispatch. EPA provided an opportunity for written and oral comments from the public on the proposed Remedial Action. A copy of the transcript of the public meeting is available to the public as part of the Administrative Record upon which the Regional Administrator based the selection of the response action.

J. The decision by EPA on the remedial action to be

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implemented at the Site is embodied in a Final Record of Decision ("ROD"), executed on March 30, 1990, to which the Commonwealth of Virginia had given its concurrence. The ROD includes a summary of responses to the public comments. Notice of the final plan was published in accordance with Section 117(b) of CERCLA, 42 U.S.C. § 9617(b).

K. The Remedial Action selected in the ROD includes, but is not limited to, the excavation of surface and subsurface soils containing lead above the 1,000 mg/kg action level, treating them with a cement/pozzolan-based or similar stabilization process, and then disposing of the soils in an offsite landfill.

L. Under the selected alternative, a hybrid closure (soil cover) has been implemented by C & P for the residual contamination (soil with lead concentrations between 120 mg/kg and 1000 mg/kg) outside of the acid pond area. Drainage ditch sediments with lead levels above 450 mg/kg were also excavated. The acid pond area underwent a clean closure in accordance with the Virginia Hazardous Waste Management Regulations (VHWMR).

M. In February 1991, EPA commenced its work on the Remedial Design of the remedy selected by EPA in its ROD dated March 30, 1990. EPA completed the Remedial Design in May 1992.

N. Pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), EPA issued a Unilateral Administrative Order ("UAO"), Docket No. III-92-17-DC, on March 27, 1992, to seventeen (17) PRPs whose known waste contribution to the Site as of March 1992

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was above one percent of the total known amount of waste sent to the Site. The UAO directed the PRPs to implement the remedy selected by EPA in its ROD dated March 30, 1990, in accordance with the final Remedial Design prepared by EPA. C & P was the only PRP who agreed to comply with the UAO.

O. EPA and 66 de minimis parties entered into an Administrative Order by Consent under Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4), for the Site. Such Administrative Order by Consent was effective January 3, 1995.

P. In performing the required response actions at the Site, EPA and the U.S. Department of Justice, have incurred and will continue to incur response costs. As of July 6, 1993, EPA and the U.S. Department of Justice had incurred \$2,377,514.00 in Past Response Costs, including prejudgment interest, which still remain unreimbursed. EPA will incur future response costs at the Site. EPA estimates that future response costs will be approximately \$154,695 for EPA's oversight of performance of the remedy and for operation and maintenance of the remedy.

Q. EPA has reviewed records describing the transactions of the PRPs, including de minimis Respondents, in relation to the Site. These records include information describing the amount and nature of waste contributed to the Site. Based upon that review, EPA has determined that each de minimis Respondent arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of a hazardous substance owned or possessed by such de minimis Respondent, at the Site, or

accepted a hazardous substance for transport to the Site.

R. Information currently known to EPA indicates that each de minimis Respondent contributed less than 0.5% percent of the hazardous substances to the Site, and that the toxic or other hazardous effects of the hazardous substances contributed by each de minimis Respondent to the Site are minimal compared to the other hazardous substances at the Site. Attached hereto and incorporated by reference is the Volumetric Ranking Summary which is listed as Appendix B and lists the estimated volume of the hazardous substances contributed to the Site by each de minimis Respondent, as well as the total estimated volume of hazardous substances received and processed at the Site.

S. In evaluating the settlement embodied in this Consent Order, EPA has considered the possible future response costs if the remedial action is not protective of public health, welfare or the environment.

T. EPA has identified persons other than the Respondents who owned or operated the Site, or who arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, at the Site, of a hazardous substance owned or possessed by such person, or who accepted a hazardous substance for transport to the Site.

#### V. DETERMINATIONS BY EPA

Based on the Statement of Facts set forth above, and on the administrative record for this Site, the EPA has determined

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that:

1. The C & R Battery Company, Inc. Superfund Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
2. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
3. Each Respondent is liable within the meaning of Sections 107(a) and 122(g)(1) of CERCLA, 42 U.S.C. §§ 9607(a) and 9622(g)(1).
4. The materials shipped to the Site include "hazardous substances" within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
5. The past, present or future migration of hazardous substances from the Site constitute an actual or threatened "release" as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).
6. The Past and Future Response Costs incurred or to be incurred in connection with the Site are removal and remedial response costs within the meaning of Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).
7. Prompt settlement with the de minimis Respondents is practicable and in the public interest, within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
8. As to each Respondent, this Consent Order involves only a minor portion of the response costs at the Site pursuant to Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

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9. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site pursuant to Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

#### VI. ORDER

Based on the foregoing Statement of Facts and Determinations by EPA, in order to reach an expedited de minimis settlement in connection with the C & R Battery Company, Inc. Superfund Site, in consideration of, and in exchange for, the promises and mutual undertakings and covenants herein, and intending to be legally bound hereby, the EPA and the de minimis Respondents agree, and the EPA hereby orders, as follows:

A. Within sixty (60) calendar days of the effective date of this Order, each de minimis Respondent shall pay its cost share as set forth below:

1. Each Respondent's volumetric share of the cost basis (Column A marked "Cost Share" in Appendix B) of \$2,532,209.00 (EPA's past costs and total estimated future costs); and

2. A settlement premium equal to 92% of the de minimis Respondent's volumetric share of \$2,532,209.00 (Column B marked "92% Basic Premium" in Appendix B).

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B. In addition, each de minimis Respondent wishing to resolve its potential liability for injury to, destruction of, or loss of natural resources under the trusteeship of DOI and NOAA and the cost of assessing such injury, destruction or loss, may do as follows:

1. Within sixty (60) calendar days of the effective date of this Consent Order, each de minimis Respondent shall also pay its volumetric share of the Federal Natural Resource cost share as set forth in Column C marked "Nat. Res. Cost Share" of Appendix B.

#### **VII. PARTIES BOUND**

This Consent Order shall apply to and be binding upon the EPA and the de minimis Respondents and their successors and assigns. Each signatory to this Consent Order represents that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to bind legally the party represented by him or her.

#### **VIII. PAYMENT BY DE MINIMIS RESPONDENTS**

A. Within sixty (60) calendar days of the entry of this Consent Order, each Respondent shall pay the amount (add columns A and B for the EPA payment amount only or add columns A, B and C for the EPA, DOI and NOAA payment amount) specified for that party as set forth in Attachment B to this Consent Order and as specified in Section VI, above. Each Respondent shall remit a

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certified check, cashier's check or money order for its cost share as specified in Section VI above, made payable to the Hazardous Substance Superfund. Interest shall begin to accrue on the unpaid balance from the date specified above. Checks or money orders should specifically identify the Site name, the EPA Region, the CERCLA Site/Spill ID Number VAD049957913, and the docket number of this Order and be forwarded to:

United States Environmental Protection Agency,  
Region III  
Attention: Superfund Accounting, P.O. Box 360515,  
Pittsburgh, PA 15251-6515.

After receipt of monies under this section, EPA will forward the appropriate Federal Natural Trustee Share to DOI and/or NOAA pursuant to their instructions (the amounts paid by de minimis Respondents under Column C of Appendix B).

B. When sending the payment referred to in paragraph A immediately above, each de minimis Respondent shall also send a copy of its certified check, cashier's check or money order, along with the transmittal letter(s) to:

EPA Regional Docket Clerk (3RC00)  
U.S. Environmental Protection Agency  
Region III  
841 Chestnut Building  
Philadelphia, PA 19107

and

Joan Armstrong (3HW11)  
U.S. Environmental Protection Agency  
Region III  
841 Chestnut Building  
Philadelphia, PA 19107

C. Amounts due and owing pursuant to the terms of this Consent Order but not paid in accordance with the terms of this

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Consent Order shall accrue interest at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

#### IX. STIPULATED PENALTIES

A. In addition to any other remedies or sanctions available to the United States, any de minimis Respondent to this Consent Order who fails or refuses to comply with any term or condition of this Order, shall be liable to the EPA upon demand for stipulated penalties for each day, or portion thereof, for each violation in the following amounts:

<u>Period of Violation</u>	<u>Penalty Per Violation Per Day</u>
1st through 7th day	\$ 500
8th through 15th day	\$ 1,000
16th day and beyond	\$ 1,500

B. All stipulated penalties owed to the EPA under this Section IX shall be due and payable within thirty (30) days of such de minimis Respondent's receipt from the EPA of a demand for payment of stipulated penalties. All payments of stipulated penalties shall be by certified check, cashier's check or money order, made payable to "EPA Hazardous Substances Superfund," and shall be mailed to the following address:

U.S. Environmental Protection  
Region III  
Attention: Superfund Accounting  
P.O. Box 360515  
Pittsburgh, PA 15251-6515

All such checks or money orders shall reference the EPA Region and CERCLA Site/ Spill ID Number VAL049957913.

C. When sending the certified check, cashier's check or money order referred to in paragraph B, immediately above, such de minimis Respondent shall also send a copy of its check or money order to:

EPA Regional Docket Clerk (3RC00)  
U.S. Environmental Protection Agency  
Region III  
841 Chestnut Building  
Philadelphia, PA 19107

and

Joan Armstrong (3HW11)  
U.S. Environmental Protection Agency  
Region III  
841 Chestnut Building  
Philadelphia, PA 19107

D. Stipulated penalty amounts due and owing pursuant to the terms of this Consent Order but not paid in accordance with the terms of this Consent Order shall accrue interest at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

E. Nothing in this Consent Order shall be construed as prohibiting, altering, or in any way limiting the ability of the United States to seek any other remedies or sanctions available by virtue of any Respondent's violation of this Order or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(1) of CERCLA, 42 U.S.C. § 9622(1).

**I. CERTIFICATION OF DE MINIMIS RESPONDENTS**

Each de minimis Respondent certifies individually that, to the best of its knowledge and belief, it has conducted a

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thorough, comprehensive, and good faith search for documents concerning the Site and has fully and accurately disclosed to EPA all information currently in its possession, or in the possession of its officers, directors or employees, which relates in any way to the generation, treatment, transportation or disposal of hazardous substances at, or in connection with the Site. If this certification is subsequently determined to be false, such de minimis Respondent shall forfeit all payments made pursuant to Section VIII of this Consent Order. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the United States' right to pursue any other causes of action arising from such de minimis Respondent's false certification.

#### XI. COVENANTS NOT TO SUE BY UNITED STATES

A. Subject to the reservation of rights in Section XII (Reservation of Rights) of this Consent Order and upon receipt of payment, pursuant to Section VIII, from a de minimis Respondent of the amount specified in Section VI (A) and (B) of this Consent Order, for payment of EPA's costs and the federal natural resource trustees' costs (DOI and NOAA), the United States (EPA, DOI and NOAA) covenants not to sue or to take any other civil or administrative action against such de minimis Respondent for civil liability for reimbursement of Past or Future Response Costs, for damages for injury to, destruction of or loss of natural resources or for injunctive relief pursuant to Sections 106(a) and 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) and 9607(a),

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with regard to the Site.

B. Subject to the reservation of rights in Section XII (Reservation of Rights) of this Consent Order and upon receipt of payment, pursuant to Section VIII, from a de minimis Respondent of the amount specified in Section VI (A) of this Consent Order, for payment of EPA's costs only, the United States (EPA) covenants not to sue or to take any other civil or administrative action against such de minimis Respondent for civil liability for reimbursement of Past or Future Response Costs or for injunctive relief pursuant to Sections 106(a) and 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) and 9607(a), with regard to the Site.

C. The United States' covenant not to sue is conditioned upon the complete and satisfactory performance by a de minimis Respondent of its obligations under this Consent Order. These covenants not to sue extend only to the de minimis Respondents and do not extend to any other person.

### **XII. RESERVATION OF RIGHTS**

A. The United States expressly reserves, and nothing in this Consent Order is intended to be nor shall it be construed as a release or covenant not to sue for, any claim or cause of action, administrative or judicial, civil or criminal, past or future, at law or in equity, which the United States, including EPA, may have against any of the Respondents for:

(1) Any liability as a result of failure to make the payments required by Section VIII, or otherwise comply with the

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terms of this Consent Order;

(2) liability arising from the past, present, or future disposal, release or threat of release of hazardous substances outside of the Site;

(3) Any matters not expressly included in XI.A above, including, without limitation, liability for damages for injury to, destruction of or loss of natural resources (unless such de minimis Respondent pays the amount set forth in Column C of Appendix B as allowed under Section VIII);

(4) liability for costs recoverable pursuant to CERCLA Section 107(a), 42 U.S.C. § 9607(a), that have been or may be incurred by NOAA, DOI or any other trustees for natural resources which have spent, or may in the future spend, funds relating to the Site (unless such de minimis Respondent pays the amount set forth in Column C of Appendix B as allowed under Section VIII);

(5) criminal liability; or

(6) liability for violations of federal or state law other than those which are addressed under this Consent Order.

B. Nothing in this Consent Order constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, including EPA, DOI and NOAA, to seek or obtain further relief from any Respondent, and the covenant not to sue set forth above and the contribution protection provided below will become null and void as to any individual Respondent, if:

(1) Such de minimis Respondent contributed greater than 0.5% of the hazardous substances at the Site or contributed

hazardous substances which contributed disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site, and/or

(2) Such Respondent(s)' certification in Section X of this Order is false.

C. Nothing in this Consent Order is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Order.

### **XIII. COVENANTS BY DE MINIMIS RESPONDENTS**

Respondents hereby covenant not to sue and agree not to assert any claims or causes of action against the United States, its contractors, employees, and authorized representatives, with respect to the Site or this Consent Order, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 111, 112, or 113, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, or 9613, or any other provision of law, any claim against the United States, including any department, agency, or instrumentality of the United States pursuant to CERCLA Sections 107 and 113, 42 U.S.C. §§ 9607 and 9613, related to the Past Response Costs, or any claims arising out of response activities

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at the Site. Nothing in this Consent Order shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

#### **XIV. CONTRIBUTION PROTECTION**

A. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Order. Nothing in this Order affects or limits any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which the United States and the Respondents may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

B. Subject to the Reservation of Rights in Section XII of this Order, the United States agrees that each Respondent by entering into and complying with the terms of this Consent Order, will have resolved its liability to the United States for matters addressed in this Consent Order pursuant to Section 122(g)(5) of CERCLA, 42 U.S.C. § 9622(g)(5), and is entitled to such protection from contribution actions or claims as is provided by Section 122(g)(5) of CERCLA, 42 U.S.C. § 9622(g)(5).

C. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site,

Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XI (Covenants Not to Sue by United States).

#### **XV. APPENDICES**

The following appendices are attached to and incorporated into this Consent Order:

"Appendix A" is the map of the Site.

"Appendix B" is the Volumetric Ranking Summary.

#### **XVI. OPPORTUNITY FOR PUBLIC COMMENT**

This Administrative Order By Consent shall be subject to a 30-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), the EPA may withdraw its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper or inadequate.

AR000033

**XVII. ATTORNEY GENERAL APPROVAL**

In accordance with CERCLA Section 122(g)(4), 42 U.S.C. § 9622(g)(4), this Consent Order shall not become effective until it is approved by the Attorney General or her designee.

**XVIII. COSTS AND FEES**

Respondents shall bear their own costs and attorney's fees regarding this action.

**XIX. EFFECTIVE DATE**

The effective date of this Consent Order shall be the date upon which EPA issues written notice to the Respondents that the Attorney General or her designee has approved the Consent Order in accordance with Section XVII, above, and that the public comment period pursuant to Section XVI of this Consent Order has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order.

IT IS SO AGREED AND ORDERED:

FOR THE United States Environmental Protection Agency:

BY: 

W. Michael McCabe  
Regional Administrator  
Region III  
U.S. Environmental Protection  
Agency

Date: 

AR000034

RE: Docket No. III-95-58-DC

APPROVED IN ACCORDANCE WITH 42 U.S.C. § 9622(g)(4):

BY:                     

DATE: 9/27/55

Lois J. Schiffer

Assistant Attorney General

Environmental and Natural Resources Division

AR000035

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-95-58-DC

FOR Gilbert Freedman  
t/a Ace Junk Company

BY: Gilbert Freedman  
NAME (typed): GILBERT FREEDMAN  
TITLE (typed): PRES.

DATE: 10 Aug 95

AR000036

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-95-58-DC

FOR Steve A. Stump  
t/a Stump's Scrap Yard

BY: Steve A. Stump  
NAME (typed): Steve A. Stump  
TITLE (typed): Owner

DATE: 8-16-55

AR000037

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-95-58-DC

FOR Vinton Scrap & Metals Company

BY: Gerald R. Harris  
NAME (typed): GERALD R. HARRIS  
TITLE (typed): CONTROLLER (SECRETARY)

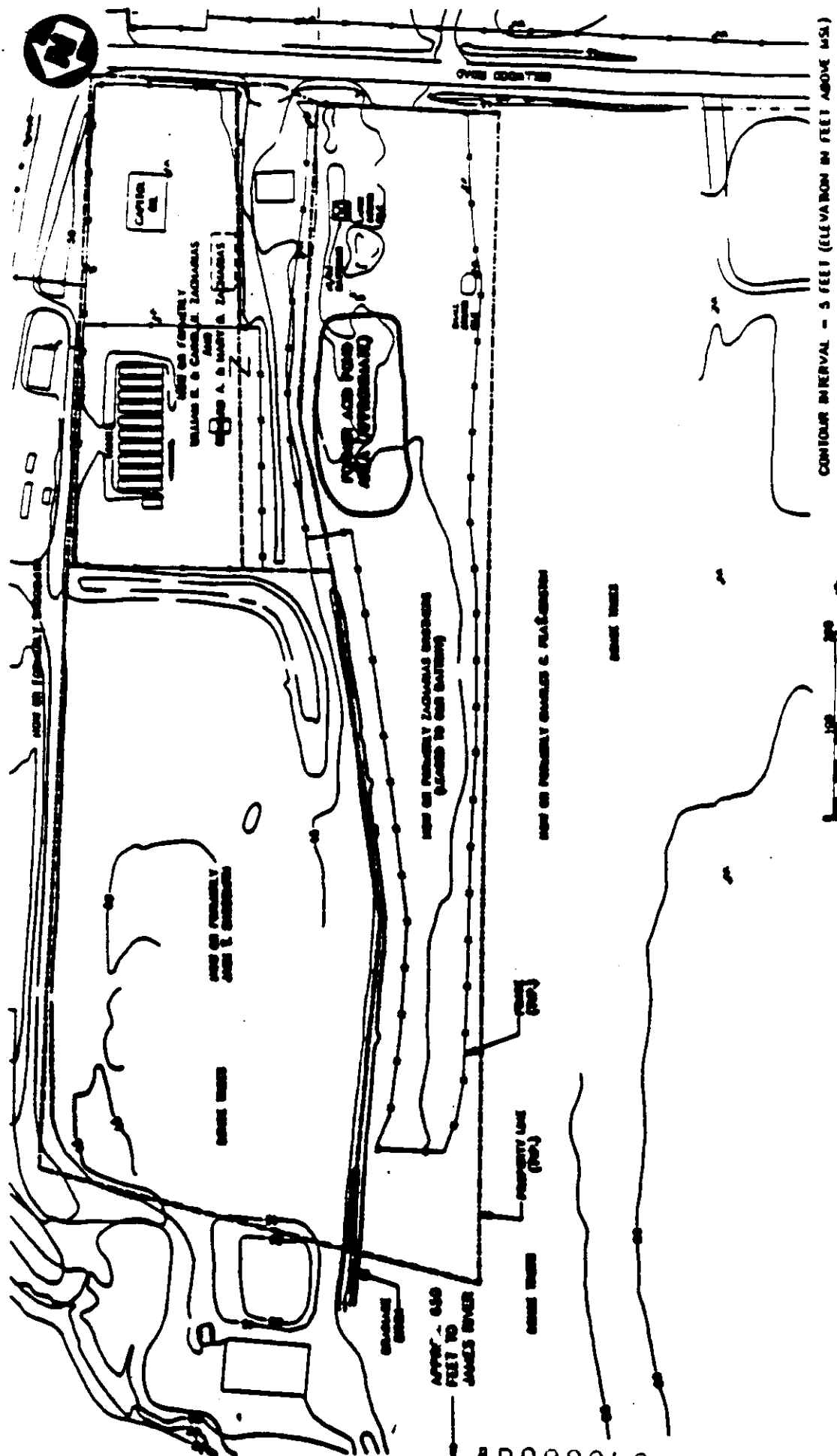
DATE: 8-9-95

AR000038

## APPENDIX A

AR000039





AR0000040

FIGURE 2

GENERAL ARRANGEMENT  
C & R BATTERY SITE, CHES. REIFOLD COUNTY, VIRGINIA

## APPENDIX B

AR000041

# C & R BATTERY COMPANY SUPERFUND SITE

## VOLUMETRIC RANKING SUMMARY

This information does not constitute a non-binding preliminary allocation of responsibility under CERCLA § 122(e)(3), 42 U.S.C. § 9622(e)(3). This information should not be construed as an allocation of responsibility or liability by EPA. This Waste-In list and Volumetric Ranking is provided solely for your information. This list is preliminary and subject to revisions based upon new information as, and if, it becomes available.

## ASSUMPTIONS:

EPA:

Cost Basis for Settlement (Past Costs as of 07/06/93 + Total Estimated Future Costs): \$2,377,514 + \$154,695 = \$2,532,209

Cost Share = Revised Percent x Cost Basis for Settlement

Basic Premium (Revised Percent x Cost Basis for Settlement x Basic Settlement Premium) = Revised Percent x \$2,532,209 x 92%

De-Minimis Cut-off: Original Percent less than 0.5%

Basic Settlement Premium = 92%

## FEDERAL NATURAL RESOURCE

TRUSTEES:

Cost Basis for Settlement = \$ 746,400

Cost Share = Revised Percent x Cost Basis for Settlement

## MATHEMATICAL CALCULATIONS:

Calculations necessary to determine the Revised figures and dollar values were computed to 36 significant figures.

Due to the space constraints of this report, a limited number of significant figures can be shown.

This limitation will affect the accuracy of any hand calculations.

## MUTUALLY CONTRIBUTED SHIPMENTS:

Where two (or more) parties are responsible for the same shipment(s), the volume is attributed to the original owner of the batteries (wherever possible) in this chart. However, EPA makes no attempt to allocate responsibility for such volume.

GENERATOR	ORIGINAL	ORIGINAL	REVISED	REVISED	COST	92% BASIC	MAT. RES.
	VOLUME	PERCENT	VOLUME	PERCENT	SHARE (\$)	PREMIUM (\$)	COST SHARE (\$)
Peck Metal Recycling	4,625,532	6.0662	5,927,039	7.7742	N/A	N/A	N/A
Smith Iron & Metal Company	4,051,902	5.3141	5,192,807	6.8102	N/A	N/A	N/A
Martin Scrap Recycling	3,815,220	5.0035	0	0.0000#	N/A	N/A	N/A
Best Battery Company/Murphy, Irving	2,783,005	3.6510	3,567,681	4.6789	N/A	N/A	N/A
Peanut City Iron & Metal Company	2,364,594	3.1011	3,030,359	3.9742	N/A	N/A	N/A
Cambridge Iron & Metal Company	2,190,469	2.8645	2,818,724	3.6967	N/A	N/A	N/A
Lawrence Scrap Metals	2,003,964	2.7331	2,670,699	3.5025	N/A	N/A	N/A
Reserve Trading, Inc.	(1,021,756)	...	...	...	...	...	...
Virginia Iron & Metal Co.	1,001,000	2.3621	2,308,169	3.0271	N/A	N/A	N/A

\* Volume estimated, in pounds, based upon documentation available to the EPA.

a Revised Volume, in pounds, with redistribution of orphan shares.

b These parties could not be located; therefore, their volumes have been redistributed among all parties.

c These parties were determined to be out of business; therefore, their volumes have been redistributed among all parties.

d These parties are deceased; therefore, their volumes have been redistributed among all parties.

e Not Applicable

AR0000043

07/18/94

VOLUME TRIC MARKING SUMMARY  
C & R BATTERY COMPANY SUPERFUND SITE

PAGE: 2

Assumptions for this report may be found on page 1.

GENERATOR	ORIGINAL VOLUME*	ORIGINAL PERCENT	REVISED VOLUME	REVISED PERCENT	"A" COST SHARE (\$)	"B" 92% BASIC PREMIUM (\$)	"C" MAT. RES. COST SHARE (\$)
Battery Shop, The	1,734,706	2.2750	0	0.0000#	N/A	N/A	N/A
Cepell, Donald	1,730,220	2.2691	2,217,359	2.9080	N/A	N/A	N/A
Guyton Battery Service	1,463,233	1.9190	0	0.0000#	N/A	N/A	N/A
Goldboro Iron & Metal Company	1,450,477	1.9023	1,850,855	2.4378	N/A	N/A	N/A
Melget, Mike	1,425,232	1.8691	0	0.0000#	N/A	N/A	N/A
Fogg, W.S.	1,422,508	1.8656	1,823,011	2.3908	N/A	N/A	N/A
Land, Otis (Culpeper Recycling Company)	1,420,416	1.8628	1,820,328	2.3873	N/A	N/A	N/A
Ramsey's Iron & Metal, Inc.	1,407,340	1.8457	1,803,573	2.3653	N/A	N/A	N/A
Gutterman Iron & Metal Corporation	1,164,688	1.5275	1,492,603	1.9575	N/A	N/A	N/A
R&R Battery Service, Inc.	1,056,077	1.3850	1,353,413	1.7750	N/A	N/A	N/A
Bladensburg RiverRoad Iron & Metal	1,043,056	1.3679	1,336,726	1.7531	N/A	N/A	N/A
H&B Battery Co.	1,013,380	1.3290	1,298,695	1.7032	N/A	N/A	N/A
Monarch Metals	970,115	1.2723	0	0.0000#	N/A	N/A	N/A
Archart, Howard	953,450	1.2504	1,221,891	1.6025	N/A	N/A	N/A
Joe Decker Company, Inc.	919,022	1.2053	1,177,770	1.5446	N/A	N/A	N/A
National Metals, Inc.	905,947	1.1881	1,161,016	1.5226	N/A	N/A	N/A
Stroud, J.C.	892,395	1.1703	1,143,647	1.4999	N/A	N/A	N/A
Frank W. Mott, Inc.	879,089	1.1529	1,126,594	1.4775	N/A	N/A	N/A
Ace Battery Company	860,065	1.1279	0	0.0000#	N/A	N/A	N/A
Alexandria Scrap Corporation	841,536	1.1036	1,078,468	1.4144	N/A	N/A	N/A
TITE Iron & Metal Company, Inc.	758,860	0.9952	972,515	1.2754	N/A	N/A	N/A
Master Metals	725,400	0.9513	929,635	1.2192	N/A	N/A	N/A
AJF Industries	720,244	0.9446	0	0.0000#	N/A	N/A	N/A
Puckett, Randolph	709,527	0.9305	0	0.0000#	N/A	N/A	N/A
Laurel Paper & Metal, Inc. (AKA: Laurel Metals Company)	691,935	0.9075	886,748	1.1629	N/A	N/A	N/A

- \* Volume estimated, in pounds, based upon documentation available to the EPA.
- 2 Revised Volume, in pounds, with redistribution of orphan shares.
- # These parties could not be located; therefore, their volumes have been redistributed among all parties.
- ## These parties were determined to be out of business; therefore, their volumes have been redistributed among all parties.
- ### These parties are deceased; therefore, their volumes have been redistributed among all parties.
- N/A Not Applicable

AR0000044

Assumptions for this report may be found on page 1.

GENERATOR	ORIGINAL VOLUME*	ORIGINAL PERCENT	REVISED VOLUME*	REVISED PERCENT	"A" COST SHARE (\$)	"B" 92% BASIC PREMIUM (\$)	"C" MAT. RES. COST SHARE (\$)
Gentry, N.I.	672,461	0.0019	0	0.0000000	N/A	N/A	N/A
Pelkin Iron & Metal Co.	671,009	0.0001	660,032	1.1279	N/A	N/A	N/A
Dept. of Defense/Defense Logistics/Defense Reutilization/Marketing Service	647,810	0.0096	630,199	1.0066	N/A	N/A	N/A
Pocket Money Recycling	637,603	0.0362	617,110	1.0716	N/A	N/A	N/A
Caroline Battery & Tire	542,355	0.7113	695,054	0.9115	N/A	N/A	N/A
Union Corporation (formerly t/a Jacobson Metal Company)	537,492	0.7049	608,821	0.9034	N/A	N/A	N/A
Spooner Salvage	519,735	0.6816	646,065	0.8735	N/A	N/A	N/A
C&R Telephone Company	500,275	0.6561	641,126	0.8408	N/A	N/A	N/A
Regency Battery Company, Inc.	495,530	0.6499	635,045	0.8328	N/A	N/A	N/A
Battery Barn of Virginia	493,478	0.6472	632,415	0.8294	N/A	N/A	N/A
United Iron & Metal	467,004	0.6126	598,590	0.7858	N/A	N/A	N/A
L. Gordon Iron & Metal Company	463,718	0.6082	594,277	0.7794	N/A	N/A	N/A
Wharton Enterprises/Richy Wharton Watts, Bernard L.	438,138	0.5746	561,495	0.7364	N/A	N/A	N/A
Wharton Enterprises/Richy Wharton	438,102	0.5746	561,448	0.7363	N/A	N/A	N/A
CSR Transportation	419,025	0.5495	537,000	0.7043	N/A	N/A	N/A
CSR Transportation	(42,220)						
CSR Transportation/Hyman Wiener and Sons	(376,805)						
Klotz's Inc.	405,832	0.5322	0	0.0000000			
HYMAN WIENER AND SONS	(4)	302,023	0.5010	489,581	0.6421	N/A	N/A
Metal Shippers		373,663	0.4900	478,867	0.6280	15,902.77	14,630.55
Sammett Towing & Salvage Co.		373,283	0.4895	478,380	0.6274	15,886.59	14,615.67
							4,687.54
							4,682.77

\* Volume estimated, in pounds, based upon documentation available to the EPA.

a Revised Volume, in pounds, with redistribution of orphan shares.

b These parties could not be located; therefore, their volumes have been redistributed among all parties.

c These parties were determined to be out of business; therefore, their volumes have been redistributed among all parties.

d These parties are deceased; therefore, their volumes have been redistributed among all parties.

e Not Applicable

AR0000045

07/18/96

VOLUME RAIL MARKING SUMMARY  
C & R BATTERY COMPANY SUPERFUND SITE

Assumptions for this report may be found on page 1.

GENERATOR	ORIGINAL VOLUME*	ORIGINAL PERCENT	REVISED VOLUME*	REVISED PERCENT	"A" COST SHARE (\$)	"B" 92% BASIC PREMIUM (\$)	"C" MAT. RES. COST SHARE (\$)
Baker Iron & Metal, Inc.	351,636	0.4612	450,636	0.5910	14,965.32	13,768.09	4,411.21
Stockbridge Battery Company	345,468	0.4531	442,734	0.5806	14,702.81	13,526.59	4,333.84
Synhor Industrial Services	344,587	0.4519	441,605	0.5792	14,665.32	13,492.09	4,322.78
E-Z Go/Tenlon	324,524	0.4256	415,093	0.5454	13,811.45	12,706.54	4,071.10
Denville Iron & Metal Company	323,153	0.4236	0	0.0000#			
D & I Enterprises/CAMBRIDGE IRON & METAL CO.	320,252	0.4200	410,418	0.5383	13,629.64	12,539.27	4,017.51
S&I Iron & Metal	314,620	0.4126	0	0.0000#			
SMC Corporation (Southern Foundry Supply, Inc.)	313,966	0.4118	402,362	0.5277	13,362.12	12,293.15	3,938.65
J.C. Penney Company, Inc.	313,845	0.4116	402,207	0.5275	13,356.97	12,208.41	3,937.13
Mine Battery Service, Inc./MIDWEST	313,380	0.4110	401,611	0.5267	13,337.18	12,270.20	3,931.50
Vinton Scrap & Metal Co.	286,760	0.3761	367,497	0.4820	12,204.25	11,227.91	3,997.35
Columbia Steel & Metal Company	266,280	0.3492	341,250	0.4475	11,332.64	10,426.03	3,340.44
MIDWEST STEEL CORPORATION	264,520	0.3469	338,995	0.4446	N/A	N/A	N/A
Memmass Scrap Metal Company	263,867	0.3461	338,158	0.4435	11,229.95	10,331.55	3,310.17
Omnisource Corporation/RESERVE TRADING, INC.	256,866	0.3369	329,186	0.4317	10,931.99	10,057.43	3,222.34
Doody's Used Auto Parts	254,720	0.3341	326,436	0.4281	10,840.66	9,973.41	3,195.42
Pascep Co., Inc.	254,407	0.3336	326,035	0.4276	10,827.34	9,961.15	3,191.49
RSR Corporation	249,460	0.3272	319,695	0.4193	10,616.80	9,767.45	3,129.43
Sam's Scrap Metals	244,070	0.3201	312,787	0.4102	10,387.40	9,536.41	3,061.82
Commodity Metals Corporation	239,518	0.3141	0	0.0000#			
Morris Battery Iron & Metal	232,870	0.3054	0	0.0000#			
Zuckerman Metals, Inc.	226,808	0.2975	290,665	0.3812	9,652.75	8,880.53	2,845.27
Coiner's Scrap Iron & Metal	224,820	0.2948	288,117	0.3779	9,568.14	8,802.69	2,820.33
Integrated Metals	222,760	0.2921	0	0.0000#			
Kosmar Metals	216,746	0.2843	0	0.0000#			
Woods, Richard	212,300	0.2784	0	0.0000#			

- \* Volume estimated, in pounds, based upon documentation available to the EPA.
- 1 Revised Volume, in pounds, with redistribution of orphan shares.
- 2 These parties could not be located; therefore, their volumes have been redistributed among all parties.
- 3 These parties were determined to be out of business; therefore, their volumes have been redistributed among all parties.
- 4 These parties are deceased; therefore, their volumes have been redistributed among all parties.
- 5 Not Applicable

AR0000046

Assumptions for this report may be found on page 1.

GENERATOR	ORIGINAL VOLUME*	ORIGINAL PERCENT	REVISED VOLUME	REVISED PERCENT	NA COST SHARE (\$)	NA 92% BASIC PREMIUM (\$)	NA NAT. RES. COST SHARE (\$)
H.F. Ward Metal Salvage	204,560	0.2603	262,153	0.3436	8,705.89	8,009.42	2,566.17
Street, James	203,126	0.2664	260,313	0.3416	1.00**	**	**
Oceana Salvage	198,496	0.2603	254,379	0.3336	8,447.73	7,771.91	2,490.07
Charles Bluestone Company, Inc.	197,713	0.2593	253,379	0.3323	8,416.49	7,741.33	2,480.28
Leff, Warren R.	177,925	0.2333	0	0.0000			
North State Battery Company	148,866	0.1952	190,771	0.2502	6,335.35	5,828.52	1,867.42
Grant, George W.	145,252	0.1905	0	0.0000			
Arcon Equipment Company/RESERVE TRADING, INC.	142,390	0.1867	182,480	0.2393	6,059.99	5,575.19	1,786.26
Frank Williams	141,945	0.1862	181,909	0.2386	6,041.05	5,557.77	1,780.68
S.S. Belcher Company	140,828	0.1847	180,478	0.2367	5,993.52	5,516.03	1,766.66
CRAA Company	139,727	0.1832	0	0.0000			
Gibson Scrap Metals	139,680	0.1832	179,007	0.2348	5,944.66	5,469.08	1,752.26
RAA Battery	137,335	0.1801	176,001	0.2308	5,844.86	5,377.27	1,722.04
Armeco, Inc. (Armadale Scrap)/RESERVE TRADING, INC.	132,992	0.1744	170,436	0.2235	5,660.02	5,207.22	1,668.36
Brenner Iron & Metal Company	131,670	0.1727	168,741	0.2213	5,603.76	5,155.46	1,651.78
Metallics Recycling, Inc./RESERVE TRADING, INC.	131,398	0.1723	168,393	0.2208	5,592.18	5,144.81	1,648.37
Leeburg Iron & Metal Company	129,583	0.1699	166,067	0.2178	5,516.94	5,073.74	1,625.60
Nichman, Eugene	122,170	0.1602	0	0.0000			
Newell Industries	120,880	0.1585	154,913	0.2032	5,144.55	4,732.98	1,516.42
South-Met Recycling (I.R.A. Greenville Parts and Metals)	119,705	0.1570	153,408	0.2012	5,094.54	4,688.98	1,501.68
Cash Battery Company	115,200	0.1511	147,634	0.1936	4,902.81	4,510.59	1,445.16
AT&T	113,470	0.1468	145,417	0.1907	4,829.18	4,442.85	1,423.46
Wells Auto Supply	107,830	0.1414	138,189	0.1812	4,589.15	4,222.02	1,352.71
Marion Scrap Metal	106,030	0.1391	0	0.0000			

\* - Based on an ability to pay analysis conducted by EPA. Includes EPA Cost Share, Premium, and Nat. Res. Cost Share.

Volume estimated, in pounds, based upon documentation available to the EPA.

Revised Volume, in pounds, with redistribution of orphan shares.

These parties could not be located; therefore, their volumes have been redistributed among all parties.

These parties were determined to be out of business; therefore, their volumes have been redistributed among all parties.

These parties are deceased; therefore, their volumes have been redistributed among all parties.

AR0000047



Assumptions for this report may be found on page 1.

GENERATOR	ORIGINAL VOLUME*	ORIGINAL PERCENT	REVISED VOLUME*	REVISED PERCENT	"A" COST SHARE (\$)	"B" 92% BASIC PREMIUM (\$)	"C" NAT. RES. COST SHARE (\$)
Burton, Charles	103,207	0.1354	132,265	0.1735	4,392.40	4,041.01	1,294.71
Hopewell Iron & Metal Company	97,002	0.1272	124,313	0.1630	4,128.32	3,798.05	1,216.87
National Waste Paper Company/RESERVE TRADING, INC.	94,090	0.1234	120,581	0.1581	4,004.39	3,684.04	1,180.34
All-Scrap Salvage, Inc./RESERVE TRADING, INC.	91,990	0.1206	117,890	0.1546	500.00**	**	**
Willoughby Iron & Waste Materials/RESERVE TRADING, INC.	89,740	0.1177	115,006	0.1508	3,819.25	3,513.71	1,125.77
Maryland Recycle Co. (f/k/a/ Ron's Recycling Center)	88,620	0.1162	113,571	0.1489	3,771.59	3,469.86	1,111.72
Livingston & Company, Inc.	87,340	0.1145	111,930	0.1468	3,717.11	3,419.74	1,095.67
V.M. Holmes and Sons, Inc.	87,295	0.1145	111,873	0.1467	3,715.20	3,417.98	1,095.10
Farmville Iron & Metal Company	87,100	0.1142	111,623	0.1464	3,706.90	3,410.35	1,092.65
D.C. Systems, Inc./RESERVE TRADING, INC.	86,420	0.1133	110,751	0.1452	3,677.96	3,383.72	1,084.12
New Castle Battery Manufacturing Co./RESERVE TRADING, INC.	86,110	0.1129	110,354	0.1447	3,664.77	3,371.58	1,080.24
Klotz Brothers	85,837	0.1126	0	0.0000**	1.00**	**	**
Metal Mart, Inc.	85,580	0.1122	109,675	0.1438			
Laburnum Battery Shop	85,133	0.1116	0	0.0000**			
Wiles Scrap Iron & Metal Company	84,880	0.1113	108,778	0.1427	3,612.42	3,323.42	1,064.80
Boydton Farm Supply Company	84,800	0.1112	108,675	0.1425	3,609.01	3,320.29	1,063.80
Loflin's	84,600	0.1110	108,419	0.1422	3,600.50	3,312.46	1,061.29
Peninsula Metals	84,280	0.1105	0	0.0000**			
Bruce's Iron & Metal	83,460	0.1095	106,956	0.1403	3,551.98	3,267.83	1,046.99
Atlas Waste Material/RESERVE TRADING, INC.	83,060	0.1089	0	0.0000**			
J. Solotken & Company	82,260	0.1079	105,420	0.1383	3,500.91	3,220.84	1,031.94
Lake City, Inc. (f/k/a Lake City Metals)/RESERVE TRADING, INC.	82,020	0.1076	105,113	0.1379	3,490.70	3,211.44	1,028.93

\*\* - Based on an ability to pay analysis conducted by EPA. Includes EPA Cost Share, Premium, and Nat. Res. Cost Share

\* - Volume estimated, in pounds, based upon documentation available to the EPA.

a - Revised Volume, in pounds, with redistribution of orphan shares.

# - These parties could not be located; therefore, their volumes have been redistributed among all parties.

## - These parties were determined to be out of business; therefore, their volumes have been redistributed among all parties.

### - These parties are deceased; therefore, their volumes have been redistributed among all parties.

AR00000L8

Assumptions for this report may be found on page 1.

GENERATOR	ORIGINAL VOLUME*	ORIGINAL PERCENT	REVISED VOLUME	REVISED PERCENT	"A" COST SHARE (\$)	"B" 92% BASIC PREMIUM (\$)	"C" MAT. RES. COST SHARE (\$)
Electro-lite Battery Mfg. Company	81,580	0.1070	104,549	0.1371	3,471.97	3,194.21	1,023.41
RAM Salvage	81,340	0.1067	104,241	0.1367	3,461.76	3,184.82	1,020.40
J.J. Salvage	80,760	0.1059	0	0.0000			
St. Mary's Iron & Steel Corporation/RESERVE TRADING, INC.	79,780	0.1046	102,242	0.1341	3,395.37	3,123.74	1,000.83
Berry Iron & Metal Company Gould, Inc.	77,540	0.1017	99,371	0.1303	3,300.03	3,036.03	972.73
Industrial Battery Supply, Inc./RESERVE TRADING, INC.	76,676	0.1006	98,264	0.1289	3,263.26	3,002.20	961.89
Enide Battery Corporation Municut, Coy	75,260	0.0987	96,449	0.1265	3,203.00	2,946.76	944.12
Goodman Battery Service	73,575	0.0965	94,290	0.1237	3,131.29	2,880.78	922.99
Williams Scrap Metal Company	71,250	0.0934	0	0.0000			
Alexandria Battery Company	69,490	0.0911	0	0.0000			
ACE Junk Company	64,034	0.0840	0	0.0000			
Adelstein Metal Company/RESERVE TRADING, INC.	59,555	0.0781	0	0.0000			
Mountain Metal Company	50,775	0.0666	65,071	0.0853	2,160.94	1,988.06	636.96
Cook's Scrap Metal/RESERVE TRADING, INC.	48,620	0.0638	62,309	0.0817	2,069.22	1,903.69	609.93
Wilson, L.E.	48,130	0.0631	61,681	0.0809	2,048.37	1,884.50	603.78
S.S. Belcher Company/Stump's Scrap Yard **	46,900	0.0615	60,105	0.0788	1,994.02	1,836.34	588.35
Keyway Transport	46,660	0.0612	59,797	0.0784	1,985.81	1,826.94	585.34
Commercial Salvage & Recycling/RESERVE TRADING, INC.	46,270	0.0607	59,297	0.0778	1,969.21	1,811.67	580.45
Battery Post/RESERVE TRADING, INC.	45,450	0.0596	0	0.0000			
Myers Brothers, Inc.	45,240	0.0593	57,977	0.0760	1,925.37	1,771.34	567.53
Rocky Mountain Recyclers, Inc. (M.C. Nide & fur Co., Inc.)	44,420	0.0583	56,926	0.0747	1,890.48	1,739.24	557.24
** Stump's Scrap Yard's ability to pay is \$1.00. This is based on an analysis of their financial condition. Includes EPA cost share, Premium, and Nat. Res. Cost Share. Volume estimated, in pounds, based upon documentation available to the EPA.	44,400	0.0582	56,901	0.0746	1,889.62	1,738.45	556.99
a Revised Volume, in pounds, with redistribution of orphan shares.	44,390	0.0582	56,886	0.0746	1,889.20	1,738.06	556.86
b These parties could not be located; therefore, their volumes have been redistributed among all parties.							
ab These parties were determined to be out of business; therefore, their volumes have been redistributed among all parties.							
ad These parties are deceased; therefore, their volumes have been red							

AR000049

07/18/94

VOLUMETRIC JMC SUMMARY  
C & R BATTERY COMPANY SUPERFUND SITE

PAGE: 8

Assumptions for this report may be found on page 1.

GENERATOR	ORIGINAL VOLUME	ORIGINAL PERCENT	REVISED VOLUME	REVISED PERCENT	"A" COST SHARE (\$)	"B" 92% BASIC PREMIUM (\$)	"C" MAT. RES. COST SHARE (\$)
Norfolk Junk Company	44,072	0.0578	56,480	0.0741	1,875.67	1,725.61	552.88
Reallocated Volume	(5)	0.0576	0	0.0000			
Bitterham's Rebuilders, Inc.	43,900	0.0576	0	0.0000			
Wares Van & Storage (f.k.a. SAM Systems Corporation)	43,860	0.0575	56,209	0.0737	1,866.44	1,717.31	550.22
Foil's, Inc.	43,300	0.0568	55,491	0.0728	1,842.81	1,695.30	543.19
Powermaster of Virginia	43,150	0.0566	55,299	0.0725	1,836.43	1,689.51	541.31
Lake City, Inc. (f.k.a. Bedford Recycling)/RESERVE TRADING, INC.	43,120	0.0566	55,260	0.0725	1,835.15	1,688.34	540.93
Guarantee Battery	42,946	0.0563	55,037	0.0722	1,827.74	1,681.52	538.75
Cohen & Green Salvage Company	42,760	0.0561	0	0.0000			
United Salvage Company/RESERVE TRADING, INC.	42,680	0.0560	54,696	0.0717	1,816.42	1,671.11	535.41
Norfolk Southern Corp./Siskin Steel & Supply Co./Star Trading Company Inc.	41,970	0.0550	53,787	0.0705	1,786.21	1,643.31	526.51
Vivo Iron & Metal, Inc./RESERVE TRADING, INC.	41,430	0.0543	53,095	0.0696	1,763.22	1,622.17	519.73
Cumberland Battery Company	41,090	0.0539	52,659	0.0691	1,748.75	1,608.85	515.47
Richmond, City of/SMITH & IRON METAL COMPANY (6)	40,160	0.0527	51,467	0.0675	1,709.17	1,572.44	503.80
Kirk Battery Company/RESERVE TRADING, INC.	39,700	0.0521	50,877	0.0667	1,689.60	1,554.43	498.03
Virginia Scrap Iron and Metal Company	39,540	0.0519	50,672	0.0665	1,682.79	1,548.16	496.02
Battery House	39,520	0.0518	50,647	0.0664	1,681.94	1,547.38	495.77
Reserve Iron and Metal, Company/RESERVE TRADING, INC.	39,260	0.0515	50,314	0.0660	1,678.87	1,537.20	492.51
Childress, Denny	38,914	0.0510	49,870	0.0654	1,656.15	1,523.65	488.17
Knox Metals Corporation	38,875	0.0510	0	0.0000			
Guyton, Randy	38,580	0.0506	49,442	0.0648	1,641.93	1,510.58	483.98
Fairfield Enterprises	37,029	0.0486	47,454	0.0622	1,575.92	1,449.85	464.52
	36,820	0.0483	0	0.0000			

\* Volume estimated, in pounds, based upon documentation available to the EPA.

a Revised Volume, in pounds, with redistribution of orphan shares.

# These parties could not be located; therefore, their volumes have been redistributed among all parties.

# These parties were determined to be out of business; therefore, their volumes have been redistributed among all parties.

# These parties are deceased; therefore, their volumes have been redistributed among all parties.

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Assumptions for this report may be found on page 1.

GENERATION	ORIGINAL VOLUME	ORIGINAL PERCENT	REVISED VOLUME	REVISED PERCENT	"A" COST SHARE (\$)	"B" 92% BASIC PREMIUM (\$)	"C" MAT. RES. COST SHARE (\$)
Wood, Ed	35,747	0.0669	45,811	0.0601	1,521.36	1,399.65	448.46
Wood, A.E.	35,435	0.0665	0	0.0000			
Culpeper Salvage	35,210	0.0662	0	0.0000			
Bebco Battery	34,200	0.0649	43,829	0.0575	1,455.52	1,339.08	429.03
RRP Railroad/ROG, U.S.	33,920	0.0645	43,470	0.0570	1,443.61	1,328.12	425.52
Berlow, Wayne	33,765	0.0643	43,271	0.0567	1,437.01	1,322.05	423.58
United Scrap, Inc.	32,820	0.0630	42,046	0.0552	1,396.79	1,285.05	411.72
Dynometrics, Inc. v/o Presto Power Battery	32,670	0.0628	0	0.0000			
Power Components	32,500	0.0626	41,650	0.0546	1,383.17	1,272.52	407.71
Key Parts, Inc.	32,140	0.0622	0	0.0000			
Mulford M. E.	30,000	0.0593	0	0.0000			
Continental Iron & Metal	29,032	0.0581	0	0.0000			
Golden Wheel Used Auto & Truck Parts	25,960	0.0540	33,269	0.0436	1,104.83	1,016.45	325.66
Maurice, James	25,540	0.0535	32,731	0.0429	1,086.96	1,000.00	320.39
Tidewater Metals	22,560	0.0296	28,912	0.0379	960.13	883.32	283.01
Dunford, Johnny	22,379	0.0293	0	0.0000			
Enron Company, U.S.A.	22,240	0.0292	28,502	0.0374	946.51	870.79	279.00
Guyton, Milton	21,300	0.0279	0	0.0000			
Virginia Battery Service Corporation	21,020	0.0276	0	0.0000			
Ratliff, Bill	20,639	0.0271	0	0.0000			
Childress, Theodore	20,375	0.0267	0	0.0000			
Foggs, R.T.	19,160	0.0251	0	0.0000			
Figure S. Day, Inc.	17,412	0.0228	22,314	0.0293	741.04	681.76	216.43
Fogg, W.A.	17,065	0.0224	0	0.0000			
Armis, Ronald	16,811	0.0220	0	0.0000			
C&G	16,636	0.0218	0	0.0000			

• Volume estimated, in pounds, based upon documentation available to the EPA.

• Revised Volume, in pounds, with redistribution of orphan shares.

• These parties could not be located; therefore, their volumes have been redistributed among all parties.

• These parties were determined to be out of business; therefore, their volumes have been redistributed among all parties.

• These parties are deceased; therefore, their volumes have been redistributed among all parties.

AR000051

Assumptions for this report may be found on page 1.

GENERATION	ORIGINAL VOLUME	ORIGINAL PERCENT	REVISED VOLUME	REVISED PERCENT	"A" COST SHARE (\$)	"B" 92% BASIC PREMIUM (\$)	"C" NAT. RES. COST SHARE (\$)
Rice & Sons	16,450	0.0216	0	0.0000#			
Shipman, Lucy	15,431	0.0202	0	0.0000#			
C & P Telephone of Maryland/CAMBRIDGE FROM B	15,190	0.0199	19,467	0.0255	646.47	594.76	190.56
METAL COMPANY							
(7)							
Neckman, F.	14,622	0.0192	0	0.0000#			
Chenault, Richard	13,868	0.0182	0	0.0000#			
Fogg, R.A.	13,790	0.0181	17,673	0.0232	566.89	539.94	172.99
Polston, Marvin	13,425	0.0176	17,205	0.0226	571.36	525.65	168.41
Smith, Harvey S.	12,960	0.0170	0	0.0000#			
Ploch, Mirko	12,872	0.0169	0	0.0000#			
Thomas, Alan	12,497	0.0164	0	0.0000#			
Childress, Raymond	12,448	0.0163	0	0.0000#			
Haven, Bill	11,480	0.0151	0	0.0000#			
Perkins, Robert	9,234	0.0121	0	0.0000#			
Firestone/Bridgestone, Inc.	8,706	0.0114	11,157	0.0146	370.52	340.88	109.22
Guyton, Charles	7,062	0.0093	9,050	0.0119	300.55	276.51	86.59
Car, Roy	6,687	0.0086	0	0.0000#			
Burgess, John W.	6,500	0.0085	0	0.0000#			
Western Auto	6,395	0.0084	8,195	0.0107	272.17	250.39	80.22
R&B	6,162	0.0081	0	0.0000#			
Moore, A.I.	6,075	0.0080	0	0.0000#			
Cooke, L. E.	6,050	0.0079	0	0.0000#			
Rudd, David	5,956	0.0078	0	0.0000#			
Lett, William	5,941	0.0078	0	0.0000#			
Houff, James	5,937	0.0078	0	0.0000#			
Palmer, John	5,937	0.0078	0	0.0000#			

a Volume estimated, in pounds, based upon documentation available to the EPA.

a Revised Volume, in pounds, with redistribution of orphan shares.

# These parties could not be located; therefore, their volumes have been redistributed among all parties.

# These parties were determined to be out of business; therefore, their volumes have been redistributed among all parties.

# These parties are deceased; therefore, their volumes have been redistributed among all parties.

AR000052

Assumptions for this report may be found on page 1.

GENERATION	ORIGINAL VOLUME	ORIGINAL PERCENT	REVISED VOLUME	REVISED PERCENT	"A" COST SHARE (\$)	"B" 92% BASIC PREMIUM (\$)	"C" NAT. RES. COST SHARE (\$)
Reams, L.A.	5,937	0.0076	0	0.0000			
Warden, James T.	5,937	0.0076	0	0.0000			
Sanford, Percy L.	5,860	0.0077	0	0.0000			
Berry, John L.	5,812	0.0076	0	0.0000			
Fogel, W.M.	5,812	0.0076	0	0.0000			
C&C Cullet Supply	5,680	0.0074	7,279	0.0095	241.76	222.40	71.25
Griffith, L.W.	5,310	0.0070	0	0.0000			
White, Herman R.	5,240	0.0069	6,715	0.0088	223.01	205.17	65.73
Allen, Sid	4,981	0.0065	0	0.0000			
McBrown, Johnny	4,816	0.0063	0	0.0000			
Imbell, Tommy	4,237	0.0056	0	0.0000			
Coles, C.C., Jr.	4,162	0.0055	0	0.0000			
Mason, Raymond	3,800	0.0050	0	0.0000			
Smith, Robert	3,750	0.0049	0	0.0000			
Williams, Delbert	3,512	0.0046	0	0.0000			
Williams, Don	2,985	0.0039	0	0.0000			
IBM (F.B.S. Rolm Mid-Atlantic)	2,350	0.0031	3,012	0.0039	100.01	92.01	29.48
Canton Metal Alloys	1,620	0.0021	0	0.0000			
Woodard, Allen	1,600	0.0021	0	0.0000			
Reynolds Metal's Company	1,140	0.0015	1,461	0.0019	48.52	44.64	14.30
Thornton, J.W.	1,100	0.0014	0	0.0000			
Stevens, R.D.	1,000	0.0013	0	0.0000			
Bennett, Hubert	516	0.0007	0	0.0000			
Ford, Elbert	416	0.0005	0	0.0000			
King, John	375	0.0005	0	0.0000			
Trent, Kenneth	256	0.0003	0	0.0000			
Site Totals	76,250,316	100.0000	76,250,316	100.0000			

\* Volume estimated, in pounds, based upon documentation available to the EPA.

a Revised Volume, in pounds, with redistribution of financially non-viable generator waste volumes.

b These parties could not be located; therefore, their volumes have been redistributed among all parties.

c These parties were determined to be out of business; therefore, their volumes have been redistributed among all parties.

d These parties are deceased; therefore, their volumes have been redistributed among all parties.

AR000053

## C & R Battery Site

### Explanation Sheet for the Volumetric Ranking Summary

NOTE: Companies listed in ALL CAPITAL LETTERS are not eligible for a de minimis settlement. The total volume of shipments each such company participated in exceeds the de minimis cut-off.

<sup>1</sup>Reserve Trading's volume, as listed in the Volumetric Ranking Summary, is not calculated in the Site Totals. Reserve brokered batteries for the following companies: Adelstein Metal Company, All-Scrap Salvage, Inc., Annaco, Inc. (f/k/a Annadale Scrap Co.), Arcon Equipment Company, Atlas Waste Material, The Battery Post, Bedford Recycling, Commercial Salvage & Recycling Co., Cook's Scrap Metal, D.C. Systems, Industrial Battery Supply, Kirk Battery Co., Omnisource Corporation, Lake City Metals, Metallics Recycling, Inc., National Waste Paper Company, New Castle Battery Manufacturing Co., Reserve Iron & Metal, Inc., St. Mary's Iron & Steel Corp., United Salvage Co., Vivo Iron & Metal, Inc., and Willoughby Iron & Waste Materials.

<sup>2</sup>W.S. Fogg's total volume is 1,456,428 pounds. See entry for RF&P Railroad Co (at 33,920 pounds).

<sup>3</sup>Midwest Corporation's total volume is 577,900 pounds. See entry for Mine Battery Service (at 313,380 pounds) and entry for Midwest Corporation at (264,520 pounds).

<sup>4</sup>Hyman Viener & Sons' total volume is 758,828 pounds. See entry under CSX Transportation/Hyman Viener & Sons (at 376,805 pounds).

<sup>5</sup>This entry for "Reallocated Volume" is based on batteries that were sent to the Site, however, the volume is not attributable to any one PRP and is therefore redistributed among all parties.

<sup>6</sup>Smith Iron & Metal Company's total volume is 4,091,682 pounds. See entry under City of Richmond/Smith Iron & Metal Company (at 39,700 pounds.)

<sup>7</sup>Cambridge Iron & Metal Company's total volume is 2,534,911 pounds. See entries for D&T Enterprises/Cambridge Iron & Metal Co. (at 320,252 pounds) and C&P Telephone of Maryland/Cambridge Iron & Metal (at 15,190 lbs.).

<sup>8</sup>S.S. Belcher Company's total volume is 187,098 pounds. See entry for Stump's Scrap Yard (at 46,270 pounds).

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